

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO. 65 OF 1998.**

National Stock Exchange of India Ltd. ... Plaintiff.  
Versus.

Money Television & Industries Ltd. ... Defendant.

Shri Tejas Joshi i/by M/s.Shaunmak Satpute & Co.for the  
Plaintiff.

None for the Defendant.

**CORAM : ABHAY S.OKA, J.**

**DATED : 5th July, 2007.**

**P.C.:**

1. As per the report of the office, the affidavit of service of writ summons has been filed and therefore, suit is kept under the caption of "undefended suits for exparte decree".

2. The learned Counsel appearing for the Plaintiff has tendered on record an affidavit of evidence of one Vikram Mohan Kadam, Assistant Manager of the Plaintiff. The affidavit of evidence is taken on record and marked "X" for identification. The original documents are also tendered on record along with a list. The list is marked "Y" for identification.

3. The claim of the Plaintiff in the suit is based on an agreement dated 2nd August 1995 executed by the Defendant in favour of the Plaintiff for dissemination of Capital Market on Time Data Feed basis. According to the case of the Plaintiff, the Defendant was duly receiving the feed from the Plaintiff through a modem

since October 1995 for a consideration of Rs.7,00,000/- for the first year of receipt of information feed and Rs.10,00,000/- for the second year of receipt of information feed. The Plaintiff had raised two invoices dated 5th August 1996 and 31st August 1996. Reliance is placed on the letter dated 28th April 1997 acknowledging the liability.

4. The claim is in the sum of Rs.10,68,422.88 ps. which includes the principal sum of Rs.8,50,000/- and the balance amount is towards interest. The interest under section 34 of the Code of Civil Procedure, 1908 is claimed at the contractual rate of 2% per month. The claim of the Plaintiff in the suit has been duly proved by the affidavit of evidence of Shri Vikram Mohan Kadam. The documents on which reliance is placed are proved by the said affidavit.

5. Therefore, this is a fit case for passing a decree under Rule 10 of Order VIII of the Code of Civil Procedure, 1908. However, interest will have to be fixed at the rate of 18% per annum.

6. Hence the suit is decreed in terms of prayer clauses (a) and (b) with modification that the interest payable will be at the rate of 18% per annum.

**Judge.**